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IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

R.S.A. No. 4419 of 2003
Date of Decision : 27.8.2007

Punjab National Bank **...Appellant**

Versus

Raghubar Das Rattan Lal & others

...Respondents

CORAM: HON'BLE MR. JUSTICE RAJESH BINDAL

Present: Mr. B.S.Bhatia, Advocate for the appellant.

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RAJESH BINDAL, J.

This is defendants' second appeal against the concurrent findings of fact by both the Courts below whereby suit filed by respondent no.1 for recovery of a sum of Rs. 23,352.52 as principal alongwith interest was decreed.

Briefly the facts, as noticed in the judgments of the court below are that respondent no.1-plaintiff sent one RR No. 886517 dated 1.3.1989 alongwith Hundi No.782 for a sum of Rs. 23,352.52. The RR was in the name of self and was endorsed in favour of Punjab National Bank, Khera Bhudar. The material was sent to Samrat Steel Carrier. The consignee of the goods was to get delivery thereof after getting RR released from the bank on payment of the amount. However, it was found that consignee took the delivery of the goods from the railways authorities and the respondent no.1-plaintiff was not remitted the amount. In the suit filed, it was held by both the Courts below that there was negligence on the part of the appellant bank and on that account, it was held liable to compensate respondent no.1-plaintiff. Evidence led by the bank was found to be unconvincing. Though the appellant had denied the receipt of envelop containing the RR, however, during the course of evidence it was found that the RR (Ex. P1) contained

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the receipt no. of the bank and also endorsement thereof in the name of consignee of the goods asking the railways authorities to deliver the goods to the endorsee. The plea raised by the bank that envelop received by them was different what was claimed to have been delivered by the postal authorities was also found to be false considering the above material on record. Once it is found that RR on the basis of which endorsee took delivery of the goods, contained the receipt no. of the bank and also the endorsement for release of the goods, the deficiency on the part of the appellant bank is clearly established and accordingly, it was rightly made liable to compensate respondent no.1-plaintiff for the loss suffered by him.

For the reasons recorded above, I do not find any merit in the present appeal and the same is dismissed.

August 27, 2007 **(Rajesh Bindal)**
Pka **Judge**